

## USER TERMS

### PARTIES

- (1) **PROFFY LTD** of New Derwent House, 69-73 Theobalds Road, London, WC1X 8TA (the **Client**); and
- (2) **PROVIDER/S**

### 1. Definitions

1.1 The following definitions in this clause 1 apply to this agreement:

**Commencement Date:** reached by agreement between the Client and the Provider by initiating a project on TalentDesk.io.

**Confidential Information:** information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Client for the time being confidential to the Client and trade secrets including, without limitation, technical data and know-how relating to the business of the Client or any of its business contacts, including in particular (by way of illustration only and without limitation) customer or supplier lists or contact details including individuals within those organisations, research and development, financial projections, target details and accounts, pricing policies, budgets, forecasts, corporate business plans and reports, marketing and advertising plans, computer software and passwords.

**Services:** the services to be provided by you to the client under this agreement

### 2. Term

You shall provide your services to the Client from the Commencement Date unless and until this agreement is terminated by either party giving to the other not less than one weeks' prior written notice or as otherwise provided in this agreement.

### 3. Duties and obligations

3.1 During the continuance of this agreement, you shall:

- (a) provide the Services with all due care, skill and ability and use his best endeavours to promote the interests of the Company;
- (b) unless prevented by ill health or accident, devote such hours on such days each week as shall be agreed in writing between you and the Client. The carrying out of the Services, together with such additional time if any as may be necessary for the proper performance of the Services, such additional time to also be agreed between the parties in writing in advance;

- (c) carry out the Services at the Clients offices or by prior agreement between the parties at your home.
- 3.2 You shall use your best endeavours to promote the interests of the Client.
- 3.3 If you are unable to provide the Services due to illness or injury you shall notify the Client as soon as reasonably practicable.
- 3.4 You must comply with the Client's policies as notified to you from time to time.
- 3.5 You shall ensure that you are available at all times on reasonable notice to provide such assistance or information as the Client may require.
- 3.6 You have no authority (and shall not hold yourself out as having authority) to bind the Client, unless the Client has specifically permitted this in writing in advance.

#### **4. Fees and expenses**

- 4.1 The Client will pay you a fee per hour exclusive of VAT. You shall submit time sheets via TalentDesk.io for the client's approval on a weekly basis setting out the hours that you have worked for the Client during the preceding week and any VAT payable (if applicable). The Client will pay such invoices within 48 hours following receipt of an invoice from Proffy Ltd.
- 4.2 Invoices are auto-generated from the TalentDesk platform on 15th, 30th and 31st of each month. Proffy will generate Invoices to the client within 24 working hours following receipt and once funds have been received from the client, as per their 48 hour payment terms, Proffy will process TalentDesk Invoices within 24 working hours.
- 4.3 The Client shall reimburse all those expenses agreed in advance as necessary for the proper performance of the Services, providing that expense claims have been submitted via TalentDesk.io. Payment of these expenses will coincide with bi-weekly or monthly payroll.
- 4.4 The Client is entitled to deduct from you any sums which are payable to you that you may owe the Client at any time.

#### **5. Cashback**

- 5.1 Proffy will raise a commission statement at the end of each calendar year to all Providers who have invoiced no less than £20,000 during the preceding 12 month period. Cashback will be payable at 3% of the total amount invoiced, uncapped, and will require you to raise

an invoice to Proffy Ltd within 30 days of receipt of the commission statement. Terms for this promotion are subject to change at our discretion.

## 6. Other activities

You may be engaged, employed or concerned in any other business, trade, profession or other activity which does not place you in a conflict of interest with the Client. However, you may not be involved in any capacity with a business which does or could compete with the business of the Client without our prior written consent.

## 7. Confidential information and Client property

7.1 You shall not use or disclose to any person either during or at any time after your engagement by the Client any Confidential Information about the business or affairs of the Client or any of its business contacts, or about any other confidential matters which may come to your knowledge in the course of providing the Services.

7.2 The restriction in clause 7.1 does not apply to:

- (a) any use or disclosure authorised by the Client or as required by law; or
- (b) any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.

7.3 All documents, manuals, hardware and software provided for your use by the Client, and any data or documents (including copies) produced, maintained or stored on the Client's computer systems or other electronic equipment (including mobile phones if provided by the Client), remain the property of the Client.

## 8. Data protection

8.1 For the purposes of this clause, Data Protection Legislation includes the General Data Protection Regulation (GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK, as well as any successor legislation to the GDPR and Data Protection Act 1998.

8.2 You and the Client acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and you are the data processor.

8.3 You shall, in relation to any Personal Data processed:

- (a) Process that Personal Data only on written instructions of the Client
- (b) Keep the Personal Data confidential
- (c) Comply with the Client's reasonable instructions with respect to processing Personal Data.

- (d) not transfer any Personal Data outside of the European Economic Area without the Client's prior written consent.
- (e) At the written request of the Client, delete or return Personal Data and any copies thereof to the Client on termination of this agreement unless required by the Data Protection Legislation to store the Personal Data.

8.4 You shall ensure that you have in place appropriate technical or organisational measures, against accidental loss or destruction of, or damage to, Personal Data.

## **9. Intellectual property**

9.1 You hereby assign to the Client all existing and future intellectual property rights (including, without limitation, patents, copyright and related rights) and inventions arising from the Services for the Client. You agree promptly to execute all documents and do all acts as may, in the opinion of the Client, be necessary to give effect to this clause 8.

9.2 You hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you have or will have in any existing or future works.

## **10. Insurance and liability**

You shall indemnify the Client for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from the provision of the Services and shall maintain in force during the period of this agreement adequate insurance cover with reputable insurers.

## **11. Termination**

The Client may at any time terminate your engagement with immediate effect with no liability to make any further payment to you (other than in respect of any accrued fees or expenses at the date of termination) if:

- (a) you are in material breach of any of your obligations under this agreement; or
- (b) other than as a result of illness or accident, after notice in writing, you wilfully neglect to provide or fail to remedy any default in providing the Services.

Any delay by the Client in exercising its rights to terminate shall not constitute a waiver of those rights.

## **12. Obligations on termination**

Any Client property in your possession and any original or copy documents obtained by you in the course of providing the Services shall be returned to the Client at any time on request and in any event on or before the termination of this agreement. Subject to the

Client's data retention guidelines, you also undertake to irretrievably delete any information relating to the business of the Client stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in your possession or under your control outside the premises of the Client.

### **13. Status**

13.1 You will be an independent contractor and nothing in this agreement shall render you an employee, worker, agent or partner of the Client and you shall not hold yourself out as such.

13.2 You shall be fully responsible for and indemnify the Client against any liability, assessment or claim for:

- (a) taxation whatsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law; and
- (b) any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you or any substitute against the Client arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Client.

The Client may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

### **14. Variation**

This agreement may only be varied by a document signed by both you and the Client.

### **15. Governing law**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

### **16. Jurisdiction**

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).